

COVENANT
OFF SITE ACCESSORY PARKING

THIS COVENANT, made this date by the first party and the second party to the City of Seattle to satisfy the requirements of Section 23.54.025 of the Land Use Code of the City of Seattle (Seattle Municipal Code, Title 23) relating to off-site accessory parking and to secure necessary building and use permits in such connection:

WITNESSETH:

WHEREAS, the first party is the owner of the property depicted and legally described in Exhibit "A" : (Which shows the layout of the parking area and identifies the spaces designated as accessory parking) herein called the "Accessory Parking Site" and located at

(insert street address)

WHEREAS, the first party had agreed that

(insert # of parking spaces)
legally established parking spaces on the Accessory Parking Site may be used to provide required off-street parking spaces for a building or use on property owned or occupied by the second party, which is legally described in Exhibit "B" attached hereto, herein called the "Principal Building Site," under a lease for a period of _____ years, terminating on _____, 19____ and located at _____
(insert street address)

and

WHEREAS, Section 23.54.025 of the Land Use Code (SMC Title 23) of the City of Seattle provides as follows:

When parking is provided on a lot other than the lot of the use to which it is accessory, the following conditions shall apply:

- A. The owner of the parking spaces shall be responsible for notifying the Director should the use of the lot for covenant parking cease. In this event, the principal use must be discontinued, other parking meeting the requirements of the Code must be provided within thirty (30) days, or a variance must be applied for within fourteen (14) days and subsequently granted.
- B. A covenant between the owner or operator of the principal use, the owner of the parking spaces and the City of Seattle stating the responsibilities of the parties shall be executed. This covenant and accompanying legal descriptions of the principal use lot and the lot upon which the spaces are to be located shall be recorded with the King County Department of Records and Elections, and a copy with recording number and parking layouts shall be submitted as part of any permit application for development requiring parking.

And

NOW, THEREFORE, the first party and second party agree with each other and the City of Seattle as follows:

1. The first party hereby covenants and agrees that the legally established parking spaces of the Accessory Parking Site leased to the second party shall be diverted or converted to no use other than off-street parking accessory to the Principal Building Site, during the term of the lease thereof, as long as the principal building or use to which the parking is accessory shall continue to exist.
2. The second party hereby covenants and agrees that upon termination of the lease of the Accessory Parking Site, other off-street parking spaces will be provided to replace the required spaces of the Accessory Parking Site, or the use on the Principal Building Site which requires such spaces will be terminated.
3. The first party and the second party agree to notify the Director of the Department of Planning and Development immediately if the lease of the Accessory Parking Site is to be terminated for any reason, or if the Accessory Parking Site is to be diverted or converted to any use other than off-street parking accessory to the Principal Building Site.
4. The second party agrees that if the Accessory Parking Site is to be diverted or converted to any use other than off-street parking, he/she will immediately notify the Director of the Department of Planning and Development of his/her intention to provide other parking, seek a variance, or terminate the use; and that he/she will obtain all necessary permits to establish required parking in a timely manner if he/she intends to continue the use.

First Party - Owner of Accessory Parking Site

Second Party - Owner or Occupant of
Principal Building Site

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this day personally appeared before me,
and _____, to me known to be the individuals described in and who
executed the within and foregoing instrument and acknowledged that they signed the same as their
free _____ voluntary _____ deed, for the uses and purposes therein mentioned.

Given under my hand this _____ day of _____, 19_____.

(print or type names)

NOTARY PUBLIC in and for the State of Washington,
residing at _____

My commission expires: _____